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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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| -----X | |
| In re | : Chapter 11 |
| | : |
| Oldco M Corporation | : Case No. 09-13412 (MG) |
| (f/k/a Metaldyne Corporation), <i>et al.</i> , | : |
| | : (Jointly Administered) |
| Debtors. | : |
| | : |
| -----X | |

**FIFTH NOTICE OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED IN
CONNECTION WITH THE SALE OF THE MAJORITY OF THE DEBTORS' ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 25, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an Order (A) Approving Bidding Procedures for the Sale of Certain Assets Related to the Debtors' Powertrain Group,

(B) Approving Certain Bidder Protections, and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof (Docket No. 314), as amended by Orders of the Court on June 25, 2009 (Docket No. 321), July 20, 2009 (Docket No. 464) and July 28, 2009 (Docket No. 537) (collectively, the "Powertrain Bidding Procedures Order"). On July 8, 2009, the Bankruptcy Court entered an Order (A) Approving Bidding Procedures for the Sale of Certain Assets of the Debtors' Chassis Group, (B) Authorizing the Debtors to Grant Certain Bidder Protections, If Applicable, and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof (Docket No. 396) (the "Chassis Bidding Procedures Order," together with the Powertrain Bidding Procedures Order, the "Bidding Procedures Orders").¹

2. On July 5, 2009, pursuant to the Powertrain Bidding Procedures Order, the Debtors filed the Notice of Filing Contract and Cure Schedule of Certain Executory Contracts and Unexpired Leases to Potentially be Assumed and Assigned in Connection with the Proposed Sale of the Debtors' Powertrain Group (Docket No. 352) (the "Powertrain Cure Schedule"). On July 15, 2009, pursuant to the Chassis Bidding Procedures Order, the Debtors filed the Notice of Filing Contract and Cure Schedule of Certain Executory Contracts and Unexpired Leases to Potentially be Assumed and Assigned in Connection with the Proposed Sale of the Debtors' Chassis Group (Docket No. 429) (the "Chassis Cure Schedule," together with the Powertrain Cure Schedule, the "Initial Cure Schedules").

3. On August 12, 2009, the Bankruptcy Court entered its Order (I) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Orders.

Certain Executory Contracts and Leases in Connection Therewith and (III) Granting Related Relief (Docket No. 674) (the "Sale Order"), pursuant to which the Debtors have sold the majority of their assets, in accordance with the terms of a Purchase Agreement, dated August 7, 2009 (the "Purchase Agreement"), with MD Investors Corporation ("MD Investors") to Newco (as defined in the Purchase Agreement).²

4. On September 18, 2009, the Debtors filed a Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "First Additional Contract and Cure Schedule"). On September 25, 2009, the Debtors filed a Second Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "Second Additional Contract and Cure Schedule"). On October 2, 2009, the Debtors filed a Third Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "Third Additional Contract and Cure Schedule"). On October 23, 2009, the Debtors filed a Fourth Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "Fourth Additional Contract and Cure Schedule").

5. Pursuant to paragraphs 17 through 23 of the Sale Order, the Debtors hereby file notice of certain Additional Contracts (as such term is defined in the Sale Order) that the Debtors and MD Investors have determined may be assumed and assigned to Newco in conjunction with the Sale, and the Cure Costs associated therewith, as set forth on the contract

² Copies of the Bidding Procedures Orders and the Sale Order may be obtained by (a) written request to counsel for the Debtors, Jones Day, North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: Betty Yakovich) or (b) accessing the website of the Debtors' claims and noticing agent, The BMC Group, at www.bmcgroup.com/metaldyne.

and cure schedule attached hereto as Exhibit 1 (the "Fifth Additional Contract and Cure Schedule").

6. Pursuant to the Bidding Procedures Orders, to be considered, objections to the assumption and assignment of a contract identified on Exhibit 1, including but not limited to any objections to the provision of adequate assurance by Newco, the proposed Cure Cost or the inability to cure non-monetary defaults associated with an Additional Contract (any such objection, an "Objection") must (a) be in writing, (b) state the basis of such objection with specificity, (c) conform to the Bankruptcy Rules and the Local Bankruptcy Rules and (d) be filed with the Bankruptcy Court and served in accordance with the rules of the Bankruptcy Court upon (1) Oldco M Corporation, 47603 Halyard Drive, Plymouth, Michigan 48170-2429 (Attn: Larry Carroll); (2) counsel for the Debtors, Jones Day, 222 East 41st Street, New York, New York 10017 (Attn: Richard H. Engman, Esq.) and Jones Day, 901 Lakeside Avenue, North Point, Cleveland, Ohio 44114 (Attn: Heather Lennox, Esq. and Ryan T. Routh, Esq.); (3) counsel to the Creditors' Committee, Reed Smith LLP, 1201 Market Street, Suite 1500, Wilmington, Delaware 19801 (Attn: Kurt F. Gwynne, Esq.); (4) counsel to the Prepetition ABL Agent and the DIP Agent, White & Case, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Eric F. Leicht, Esq. and Scott Greissman, Esq.); (5) counsel to MD Investors, Kirkland & Ellis LLP, 600 Lexington Avenue, New York, New York 10022 (Attn: Christopher Marcus, Esq.); (6) counsel to General Motors Corporation, Honigman, Miller, Schwartz & Cohn LLP, 2290 First National Building, 660 Woodward Ave, Detroit, Michigan 48226 (Attn: Aaron M. Silver, Esq. and Donald F. Baty Jr., Esq.); (7) counsel to Ford Motor Company, Miller, Canfield, Paddock & Stone PLC, 150 West Jefferson Ave, Suite 2500, Detroit, Michigan 48226 (Attn: Jonathan S. Green, Esq. and Timothy A. Fusco, Esq.); (8) counsel to Chrysler LLC, Dickinson

Wright PLLC, 500 Woodward Ave., Suite 4000, Detroit, Michigan 48226 (Attn: James A. Plemmons, Esq. and Kristi A. Katsma, Esq.); (9) counsel to Nissan North America, Inc., Waller Lansden Dortch & Davis, LLP Nashville City Center, 511 Union Street, Suite 2700, Nashville, TN 37219 (Attn: Eric Schultenover, Esq.); (10) counsel to Honda of America Mfg., Inc., Vorys, Sater, Seymour And Pease LLP, 52 East Gay Street, P. O. Box 1008, Columbus, OH 43216-1008, (Attn: Robert A. Bell, Jr., Esq.); and (11) counsel to the UAW, Cohen, Weiss & Simon LLP, 330 W. 42nd Street, New York, New York, 10036 (Attn: Babette A Cecotti, Esq.) (collectively, the "Notice Parties"), **so as to be received no later than 4:00 p.m. (Eastern Time) on November 23, 2009.**

7. If no timely Objection is filed and served with respect to a Debtor Contract listed on the Fifth Additional Contract and Cure Schedule, the Cure Costs identified in the Fifth Additional Contract and Cure Schedule will be the only amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Debtor Contracts listed thereon. Likewise, if no Objection is filed, Newco will be deemed to have provided adequate assurance of future performance under the applicable Debtor Contract in accordance with section 365(f)(2)(B) of the Bankruptcy Code. Any party failing to timely file an Objection shall be forever barred from filing an Objection and from asserting any additional cure or other amounts against the Debtors, their estates or Newco.

8. In the event an Objection is received, either the Debtors or the counterparty may schedule a hearing at the next Omnibus Hearing before the Court (or such other date that the Court may provide) on the proposed assumption and assignment. An Additional Contract will not be deemed assumed and assigned by the Sale Order until any

Objection thereto is resolved by the parties, withdrawn by the counterparty or overruled by the Court.

9. This process for determining which contracts and leases will be assumed and assigned to Newco is ongoing, and the Debtors anticipate that additional notices will be filed in this regard – either to add further Additional Contracts or delete Additional Contracts from the list of contracts to be assumed and assigned. Accordingly, the Debtors expressly reserve the right to file additional contract and cure schedules as provided under the Sale Order and the Bidding Procedures Orders.

10. This Notice is qualified in its entirety by the procedures set forth in the Bidding Procedures Orders and the Sale Order. Non-debtor counterparties to the Debtor Contracts identified on Exhibit 1 are encouraged to read the Bidding Procedures Orders and the Sale Order in their entirety.

Dated: November 11, 2009
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh

Richard H. Engman

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT 1

| <u>Contract</u> | <u>Counterparty & Address</u> | <u>Cure Amount</u> |
|---|---|---------------------------|
| Litchfield PO between Metaldyne Machining and Assembly Company and Bayloff Stamped Products (Kinsman) Inc. | Bayloff Stamped Products 5910 Belleville Road Bellville, MI 48111 | \$1,927 |
| Fremont PO between Metaldyne Machining and Assembly Company and Parker Seal Company | Parker Seal Company 3759 Broadmoor Ave SE Grand Rapids, MI 49512 | \$1,052 |
| Bluffton PO between Metaldyne Machining and Assembly Company and Quality Mill Supply Co., Inc. | Quality Mill 2159 Early Lane PO Box 329 Franklin, IN 46131 | \$10,515 |
| Litchfield PO between Metaldyne Machining and Assembly Company and Dalton Corporation | Dalton Corporation PO Box 1388 Warsaw, IN 46580 | \$696 |
| Litchfield PO between Metaldyne Machining and Assembly Company and Wacker Chemical Corporation | Wacker Chemical Corporation 3301 Sutton Rd Adrian, MI 49221 | \$4,140 |
| Bluffton and Litchfield PO between Metaldyne Machining and Assembly Company and A.J. Rose Manufacturing Co. | AJ Rose Manufacturing 38000 Chester Rd Avon, OH 44011 | \$111,000 |
| Litchfield PO between Metaldyne Litchfield and Synthotech Limited | Synthotech Limited Sandy's Road Malvern Wr14 1JJ Great Britain | \$0 |